

STATE OF UTAH
CONSOLIDATED FUEL NETWORK
AND
SITE MANAGEMENT AGREEMENT

Contract # _____

1. PARTIES TO THE AGREEMENT: The State of Utah, Department of Administrative Services, Division of Fleet Operations, referred to as STATE and the following OWNER:

Owner Name:
Owner Address:
Contact Person:

2. PURPOSE OF AGREEMENT: Provides management services for OWNER(s) Consolidated Network System. OWNER is an authorized USER of the Network. See Attachment B.
3. TERM OF AGREEMENT: Agreement begins on _____ and continues until _____, unless terminated in accordance with Attachment A, paragraph 9. This agreement may be renewed for two additional one (1) year periods if agreed to in writing by the STATE and OWNER.
4. NETWORK LOCATION: Network location is (See Attachment C location list). OWNER certifies that the equipment and site at this address comply with current EPA/DOH regulations. OWNER has the Certificate of Compliance and other documentation to verify this. Further, OWNER has the documentation from a state authorized Tank Tightness Tester that the tanks at this location have been tested and show no inherent defects or leakage into the environment.
5. ATTACHMENTS INCLUDED AS PART OF THIS AGREEMENT:
Attachment A - Network agreement Provisions
Attachment B - Network Users Agreement
Attachment C - Network County SITE list
6. DOCUMENTS NOT ATTACHED HERETO BUT INCORPORATED BY REFERENCE:
A. All documentation referred to in this agreement that is not attached.
B. Governmental laws and regulations, and GASCARD requirements applicable to this agreement.

IN WITNESS WHEREOF, the parties sign and cause this agreement to be executed between the OWNER and the State on this date _____.

OWNER

STATE

Signature of Owner

Division of Fleet Operations

Type Name and Title of Signer

Division of Purchasing

Division of Finance

ATTACHMENT - A
NETWORK AGREEMENT PROVISIONS

1. **LEGAL AUTHORITY:** OWNER assures and certifies that it possesses legal authority to enter into this agreement; that a resolution, motion, or similar action has been passed by its governing body authorizing OWNER to perform in accordance with the requirements of this agreement. The provision of this agreement shall be governed by the laws of the State of Utah.
2. **PROPERTY OWNERSHIP:** (A) OWNER holds Title to the Fuel tanks, and Delivery and Dispensing Systems described in Attachment B. (B) OWNER owns and will maintain, and legally responsible for, all real and personal property at the described location except for the specific fuel tanks and delivery and dispensing systems at the Network Location. © OWNER grants to STATE and Network Customers a designated right of way, on its real property at the described location, to access Network Delivery and Dispensing Systems for the term of this agreement.
3. **STATE WILL PROVIDE OWNER:** (A) Access to, as an authorized user, the Consolidated Fuel System. (B) Management of fuel inventories for this Network Location. (C) Monthly fuel management reporting of all of the OWNER'S transactions throughout the system. (D) Full and complete indemnity from liability relating to a fuel spill and associated contamination and remediation costs at the Network location, as a result of actions by the STATE, upon current regulation compliance and execution of this agreement.
4. **NETWORK SITE OPERATION:** Operation and management of the site by the STATE includes, and is limited to, fuel procurement, fuel billing, normal maintenance, repair and mandated upgrades to fuel dispensing, delivery and storage equipment. Electronic systems to enable each site to be connected with the consolidated network and site data transmission charges will be paid by the STATE. Maintenance of the card and employee database are also specifically provided by the STATE.
5. **MANAGEMENT COSTS:** All management costs are included in the fee established in Item # 6 of Attachment B. Costs to be Billed to USER.
6. **STATE LIABILITY FOR UST ENVIRONMENTAL RELEASES:** The STATE hereby assumes the responsibility and the cost s associated with the mitigation and remediation in the event of an environmental release, except in those cases caused by the negligence of the OWNER or it's agents. In addition to the liability coverage provided by the STATE PST fund STATE will carry coverage on the first \$25,000 of remediation costs not covered by the fund. This STATE coverage will end upon termination of the STATE's participation in this agreement. Leakage, mitigation costs or legal liability related to network system at this Network Location shall be the responsibility of Owner after termination of the STATE's participation in this agreement in accordance with paragraph 9. **TERMINATION:** below. Any occurrence of environmental damage prior to, or subsequent to this agreement is specifically not covered by STATE.

7. **FORCE MAJEURE:** If either party is delayed or prevented from performing this agreement by reason of acts of God, strikes, lockouts, labor disputes, inability to procure products, restrictive governmental laws or regulations, or other cause without fault or beyond the control of the obligated party (financial loss or inability excepted) performance of all the contract requirements shall be excused for the period of delay only. The period for the performing of contract requirements shall be extended for a period equivalent to the period of the delay.
8. **INDEMNIFICATION:** The parties to this agreement are governmental entities under the "Utah Governmental Immunity Act", Title 63 Chapter 30 U.C.A. 1953 as amended. Consistent with the terms of this Act, it is mutually agreed by the parties that they are not liable to the other party to this agreement for wrongful or negligent acts which it commits, or which are committed by its agents, officials, employees or volunteers. The parties do not waive any defenses otherwise available under the Governmental Immunities Act.
9. **TERMINATION:** This agreement maybe terminated in advance of the stated expiration date for non-compliance with the provisions of this agreement. The party that has violated said provisions has 30 days after written notification of the breach is received form the other party to substantially cure the breach or termination will be effective 15 days after the notification letter was received. If this breach is not substantially cured with thirty (30) days, after receipt of the notification, the termination shall be effective thirty (30) days after the notification letter was received. If either party defaults in the performance of the agreement or any of its covenants, terms, conditions or provision, the defaulting party shall pay all cost and expenses including a reasonable attorney's fee, which may arise or accrue from enforcing this agreement or pursuing any remedy available.
The owner may terminate this agreement in whole or from time to time in part for the owner's convenience,. If the termination is for the convenience of the Owner, the owner shall terminate by delivering to the state a notice of termination specifying the nature, extent and effective date of the termination. If the owner terminates this agreement for the continence, owner shall pay the State for all costs incurred and services rendered prior. to the effective date of the termination.

ATTACHMENT B
FUEL NETWORK USERS AGREEMENT

1. PARTIES TO THE AGREEMENT: Between the State of Utah, Department of Administrative Services, Division of Fleet Operations referred to as STATE and the following USER:

USER Name:	Federal Tax Id#
USER Billing Address	
Contact Person:	Phone Number:

2. PURPOSE OF AGREEMENT: The purpose of this agreement is to provide electronic fuel dispensing and fleet card processing services to the USER at State Consolidated Network sites.
3. PERIOD OF AGREEMENT: Effective _____ and will continue until canceled by either party by giving the other party 15 days prior written notice. On termination of this agreement all payments will be processed for purchases made by USER through the date of termination.
4. PAYMENT PROCEDURES: USER will be billed monthly directly from GASCARD, INC> The monthly billing and "Fuel Management Report" are the same document. USER agrees to pay the billing within 21 days of billing closing date. Nonpayment can cause the access cards to become "disabled" until payment is received.
5. USER ACCESS CARDS: Access cards for fuel purchases will be issued to USER for agency staff use. The cost per card is \$.50 cents (if applicable). Cards will be automatically authorized annually, on the anniversary date of this agreement, and billed to your account.
6. COSTS TO BE BILLED USER: The cost of fuel at "commercial" sites will be a "best rate" as negotiated by STATE. Fuel at "state" locations will be at "rack plus delivery and administrative fee. This fee is established through public rate hearings and is based on the costs of managing the Network. The costs and rates are Public Information and will be made public.
7. OPERATING PROCEDURES: USER will advise staff to use the NETWORK facilities in a responsible and safe manner and shall indemnify the STATE for damages caused by USER'S at a State Consolidated Network Site.

IN WITNESS WHEREOF, the parties sign and cause this agreement to be executed between the USER and the STATE
on this date _____ .

USER

STATE

Authorized Representative

Division of Fleet Operations

Type Name and Title of Authorized

Name and Title of Representative

Attachment C
Network Locations

Location Name (Card Reader Sites)	ADDRESS